

C.10

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: July 19, 2005

**SUBJECT: APPROVAL OF SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1 FOR
ENGINEERING SERVICES, WILLOWS BUSINESS CENTER - STREAM
DAYLIGHTING, PROJECT NO. 03-NR-39/100384**

I. RECOMMENDED ACTION

- A. Move to approve the Consultant Agreement with R. W. Beck for preliminary design services for the Willows Business Center – Stream Daylighting, Project No. 03-NR-39/100384, in an amount not to exceed \$85,000 including contingencies, and authorize staff to secure easements and property agreements as needed to construct the project.
- B. Authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

David Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Director of Public Works	556-2733
Jon Spangler, Natural Resources Division Manager	556-2823
Tom Barry, Natural Resources Engineering Section Manager	556-2870
Roger Dane, Stream Enhancement Planner	556-2815

III. DESCRIPTION

Background

The purpose of the Stream Daylighting project is to improve salmon habitat and reduce stream flooding by daylighting approximately 680 linear feet of Class 2 stream at Willows Creek within Willows Business Center. The design concept calls for removing the stream from a 480-foot-long pipe under an existing building and reconstructing an open stream channel more closely matching its historic configuration. The design will be coordinated to accommodate nearby business activities and retain flexibility for future utility construction or maintenance within the underlying Puget Sound Energy corridor.

The stream enhancement project has been carefully evaluated and ranked by Natural Resources staff. It achieved a high priority and was included in the 2003-08 Stormwater CIP approved by

the City Council. This project was also identified by the City Council as a stormwater rate “surcharge” project because it provides flood control, protects property, reduces liability, protects ESA listed Chinook salmon and includes partnerships with private property owners. The proposed in-stream and buffer habitat enhancements are consistent with regional Endangered Species Act (ESA) recovery efforts for Chinook salmon.

Existing Conditions

The stream reach is highly altered as it runs through a pipe under a commercial building, creating a partial fish passage barrier and providing very limited habitat for fish. The pipe also restricts high stream flows contributing to occasional localized flooding of nearby businesses immediately upstream of the project reach (where the stream enters a pipe under the building). Coho salmon and cutthroat trout use the stream for rearing and limited spawning. It is anticipated that future upstream enhancements will provide fish passage to additional high quality habitat currently rendered inaccessible.

The site encompasses two different private properties, as well as Puget Sound Energy right-of-way. Coordination with property owners and utility companies will be an important element for project success, and initial contacts have been positive and constructive. The project site is located approximately ½ mile upstream of the Sammamish River, near the extensions of NE 97th Street and 150th Avenue NE.

Project Description

The project will connect to a large and successful City stream restoration project constructed immediately downstream in 1991, as mitigation for West Lake Sammamish Parkway improvements. Upstream of the project site, the stream runs through a diked system within a business park. Water quality is generally good and the flow regime relatively natural due to large open areas in the headwaters of the Willows Creek system.

The project involves replacing a reach of Willows Creek currently piped for 480 feet underneath a commercial building, relocating it into an adjacent open space to the north. Enhancements will include creation of a new channel along with riparian and buffer planting. The project will extend from the existing pipe inlet between the Comcast and RREEF buildings, through a narrow corridor between the buildings, north and east to join an open channel created and enhanced by the City as off-site mitigation for West Lake Sammamish Parkway improvements in the early 1990’s (see vicinity map). The preferred route for the relocated channel involves abandoning the existing pipe and filling approximately 200 feet of open channel from this earlier project, while creating approximately 680 feet of new open channel.

The design concept calls for increasing the channel capacity; improving in-stream habitat with spawning gravel and log structures; and enhancing modest upland buffers. New stream banks will be protected with bioengineering methods; invasive weedy vegetation will be controlled; and new stream buffers planted with native trees and shrubs. Stream enhancements on this reach will be constructed in 2006.

City staff has coordinated project design with each property owner within the project limits. While issues remain to be finalized, a partnership has been established assuring a successful project.

The attached consultant agreement provides for final design services (plans, specifications and estimates).

The project will be monitored for five years, as required by permit approvals. In addition, the native plants will be maintained and weeds removed from the project site for the same time period.

IV. **IMPACT**

- A. Service Delivery: This project will enhance habitat for salmon and other wildlife while helping to reduce flooding of local businesses.
- B. Fiscal: Estimated costs for final design are shown below. After completion of final design, the consultant agreement will be supplemented to provide for construction observation services.

Estimated Project Costs

Engineering

Preliminary Design	\$101,500
Other Consultants	10,600
Final Design (PS&E) Supplemental Agreement No. 1	85,000
City Administration	20,000

Construction

Construction	361,000
Contingencies	44,000
City Administration	20,000

Total	\$642,100
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Project Funding

Stormwater CIP*

\$642,100

**Staff will actively pursue grants to supplement funding of this project. If successful the grant award would reduce the Stormwater CIP contribution.*

V. **ALTERNATIVES**

Council could choose to not approve the agreement. However, this action would stop the project from advancing toward construction.

VI. **TIME CONSTRAINTS**

Agreement Approval	November, 2004
Complete Preliminary Design	Spring, 2005
Submit Environmental Permit Applications	Spring, 2005
Complete PS & E	Winter, 2005
Construction	Summer/Fall, 2006

VII. **LIST OF ATTACHMENTS**

- A. [Vicinity Map](#)
- B. [Draft Supplemental Consultant Agreement](#)

William J. Campbell for

David Rhodes, Director of Public Works

7/8/05

Date

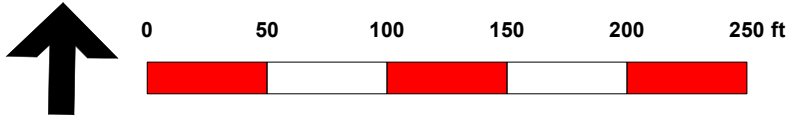
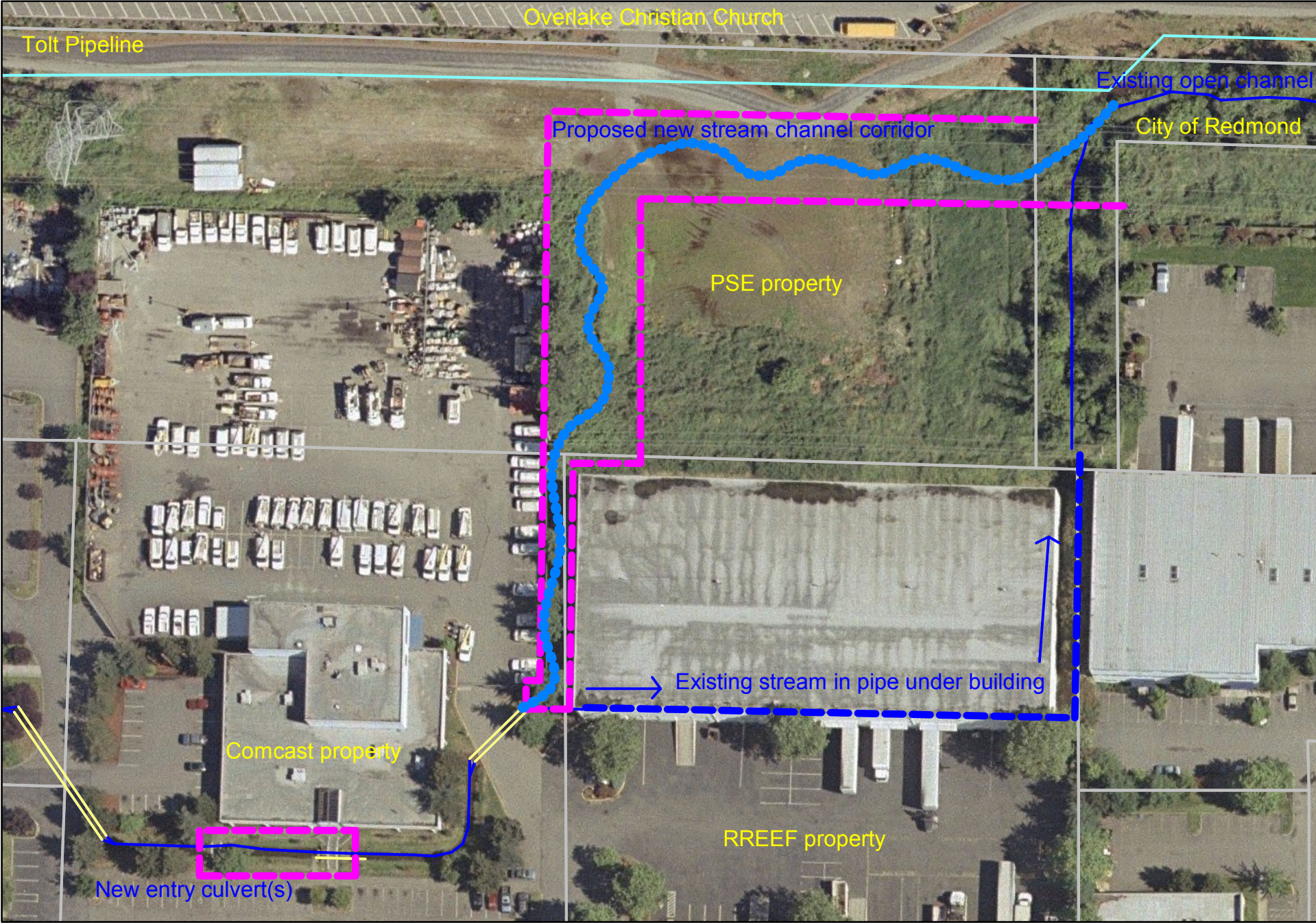
Approved for Council Agenda

s/s

Rosemarie Ives, Mayor

7/8/05

Date



**Willows Business Center
Stream Daylighting**

**Willows Business Center - Stream Daylighting
Project No. 03-NR-39 / 100384**

SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT, made and entered into this ____ day of _____, 2005, between the City of Redmond, Washington, hereinafter called the CITY, and R. W. Beck, hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) for Preliminary Design dated October 26, 2004.

WHEREAS the CITY requires additional engineering services related to the above mentioned project, and pursuant to Section XIV (Extra Work) of the AGREEMENT;

NOW THEREFORE, it is mutually agreed that the terms, stipulations, and conditions of the original AGREEMENT shall be binding upon the parties hereto except insofar as amended by this SUPPLEMENTAL AGREEMENT as follows:

ITEM NO. 1: SCOPE OF WORK

Section II, SCOPE OF WORK of the AGREEMENT shall be amended by the additional tasks summarized in Exhibit A- Scope of Work attached hereto.

ITEM NO. 2: PAYMENT

Section V, PAYMENT, shall be supplemented to compensate the CONSULTANT for the items of extra work provided in connection with the work described in Exhibit A- Scope of Work attached hereto.

A breakdown of the CONSULTANT'S cost proposal is attached hereto as Exhibit B - Consultant Fee Determination and Exhibit C – Subcontracted Work. By this reference the exhibit is made a part of this SUPPLEMENTAL AGREEMENT.

The "Maximum Amount Payable" involved on page 1 of the AGREEMENT is hereby modified to \$ 186,500.

Summarized below are the costs as listed in the original AGREEMENT and as modified by this SUPPLEMENTAL AGREEMENT.

Summary				
Description	Original Agreement	Supplement No. <u>1</u>	Supplement No. ____	Total
Labor Cost	\$89,838	\$74,167		\$164,005
Reimbursables	2,480	3,214		5,694
Total	92,318	77,381		169,699
Contingency	9,182	7,619		16,801
Grand Total	\$101,500	\$85,000		\$186,500

ITEM NO. 3: COMPLETION DATE

The completion date on page 1 of the AGREEMENT shall be modified to June 1, 2006.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENTAL AGREEMENT by having their representatives affix their signatures below.

R W BECK

CITY OF REDMOND

By _____

By _____
ROSEMARIE IVES, Mayor

(Title)

Attested:

By _____
City Clerk

Approved as to Form:

By _____
City Attorney

Exhibit A

SCOPE OF WORK Willows Business Center - Stream Daylighting

Project No. 03-NR-39 / 100384

Introduction

Project goals and objectives are as follows.

- Create a new open channel with increased complexity by installing habitat for fish and wildlife.
- Increase flow capacity to reduce flooding in the industrial park.
- Control invasive weeds and plant native riparian buffers.
- Accommodate future utility construction and maintenance within the corridor.

The project reach extends from the upstream side of the Comcast driveway culvert downstream 680 linear feet to where the new channel transitions to the existing channel.

A preliminary design has been completed, and required Federal and State permits have been applied for. This scope of work includes providing design and engineering services to complete the permit coordination and final design of the project. Services during construction and post-construction monitoring will be included in a subsequent supplemental agreement. Final deliverables include plans, specification, and cost estimate (PS&E) of the project at 90%, Pre-final and Final stages. The following paragraphs describe the scope of work included in this contract.

Task 1. Project Administration & Management Lead: R. W. Beck

R. W. Beck and DEA will provide project administration and management for the project duration, estimated to be 9 months. The Consultant will prepare monthly invoices and progress reports. R. W. Beck will provide management and administration of the subcontractor.

Deliverables

- Monthly invoices and progress reports outlining the work completed during the previous month, and project status.

Task 2. Easement Assistance Lead: R. W. Beck

We will continue to assist the City in working with the underlying property owners. City staff may direct us to make design modifications on their input, suggestions, and concerns. This task also includes assisting the City in responding to property owner's questions and concerns regarding proposed permanent easements.

The City will negotiate and obtain the required easements and property access agreements needed to complete the project. The City will keep the team informed about how negotiations affect construction limits and staging areas.

Task 3. Contract Document Preparation Lead: R. W. Beck

3.1 90 Percent Submittal

The 90 percent submittal will be prepared including design plan sheets, preliminary draft specifications and a preliminary cost estimate. The submittal will incorporate the city staff's review comments on 30 percent design and city-accepted comments or requirements from the permit agencies. The City will provide electronic and hard copies of City's revision to Standard Specifications that are required in the contract documents and will arrange for access to properties for

site studies and design work. Portions of task 3.1 will be accomplished under the preliminary design contract.

1. Title Sheet
2. Legends, Notes, Abbreviations and Project Control
3. Site Plan 1"=30'
4. Demolition Plan 1"=20'
5. Stream Grading and Habitat Plan 1"=20'
6. Stream Profile and PSE culvert
7. Stream Sections Sheet 1
8. Stream Sections Sheet 2
9. Details
10. Comcast Culvert Plans and Sections for 2 culverts
11. Erosion and Sediment Control Plan
12. Erosion and Sediment Control Notes and details
13. Landscaping plan 1"=20'
14. Landscaping details and schedule

The 90% design will identify areas to be planted as a result of invasive weed removal or bioengineering requirements. Individual planting areas will be labeled with plant species and quantities intended for that area. Plant schedules will list spacing information. The 90% landscaping design plans will include a typical planting plan layout for each area referenced in the plan set. The ESC plan will meet DOE and city requirements. The design of an irrigation system is not needed.

The basis for the technical specifications (Divisions 2 through 9) will be the 2004 WSDOT Standard Specifications and City of Redmond's modifications to the Standard Specifications. Measurement and payment provisions will be included for each bid item. The Special Provisions will be consistent with Redmond specifications. Divisions 0 and 1 will be provided to consultant team for revision and revised copies included in the 90% submittal.

A construction cost estimate will be prepared corresponding to draft bid schedules and payment definitions. We will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City review. The City project manager will route the contract documents to the city reviewers and will develop a consolidated set of comments.

Deliverables

- 5 half-sized sets and 1 full-sized set of the 90% contract documents (plans specifications, and all front end and appendixes for the complete bid package including bid tabulation)
- Draft Engineer's estimate
- QA/QC review
- One two-hour team meeting to review the design and comments

3.2 100 Percent Submittal

For the Pre-Final (100 percent) submittal, we will incorporate the City's comments from the 90% submittal and provide a pre-final design package including plans and contract documents. We will also provide a cost estimate update for the construction represented by the 100% complete drawings and specifications.

Deliverables

- One full-sized copy and 5 half-size drawings of the 100% plans
- 5 copies of the 100% contract documents (plans specifications, and all front end and appendixes for the complete bid package including bid tabulation)
- Engineer's estimate

3.3 Final Submittal

We will incorporate the City's comments and provide the final contract document package ready for bidding. All sheets will be reviewed, stamped, and signed by licensed engineers or landscape architects. Digital files will be submitted with the final design.

Deliverables

- Two full-sized hard copies, and 5 half-sized copies of plans for bidding
- 4 bound and 1 unbound copies of the specifications for bidding
- Engineer's estimate

Task 4. Monitoring Plan

Lead: Taylor

This task involves the preparation of a monitoring plan that will describe the tasks to be performed, their frequency, and their purpose. The Monitoring Plan will include methods, and a monitoring schedule. Baseline and future monitoring will be done in a later work phase. After input from the City and permitting agencies, a final plan will be completed.

Deliverables:

- 1 copy of the draft monitoring plan
- 1 copy of the final monitoring plan
- 1 electronic copy of the final monitoring plan in WORD format.

Task 5. Permitting Coordination

Lead: DEA

The Corps 404, JARPA, and HPA applications and the SEPA process have been completed and submitted during the previous work phase. DEA will assist the City of Redmond with coordinating permitting issues with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and NOAA Fisheries. The City will apply for the Clearing and Grading permit.

The permitting work assumes a Corps Nationwide Permit will be issued rather than an Individual permit. At this time, the Corps believes a nationwide permit is required. Additional budget and schedule may be required if individual permit is needed.

We will attend up to two meetings with the permit agencies to provide input into permit issues. We will also respond to agency comments and provide additional project information as necessary to satisfy the requests of permitting agencies concerning project elements. We will contact the permitting agencies at least monthly to monitor the progress of permit approval, address Agency questions and notify the team. Due to the nature of the permitting process, the actual time needed cannot be determined so a budget allowance has been included. Adjustments will be made when a significant difference in estimated hours is expected.

Deliverables

- Documentation of written and email correspondence with permit agencies
- Meeting notes from meetings with permitting agencies.

Task 6. Bidding Assistance

Lead: R.W. Beck

We will assist the City, as requested, during the advertising and bidding process including responding to contractor's questions, preparing addenda and attending a pre-bid conference. It is assumed that the addendum will only involve minor revision to the drawings and specifications, and the level of effort for this addendum is assumed not to exceed 8 hours. The City will distribute the bid package and any addenda to prospective bidders and advertise and receive bids.

Project Schedule

July 20, 2005	Notice to Proceed
October 28, 2005	Submit 90% PS&E
December 2, 2005	Submit Pre-final PS&E
February, 2006	Receive all permits
February, 2006	Submit bid-ready contract documents
March, 2006	Advertise for bids
April -July, 2006	Construction

Graphic Standards

All plans will be prepared in accordance with standard practices of the City. Plans shall be prepared as follows:

- The plans will be completed in AutoCAD Version 2004.
- All drawings will be consistent with R. W. Beck and City of Redmond CAD standards.
- Full-size plan sheets will be 22" x 34" and half size will be 11" x 17" on standard City of Redmond title and border.
- Plan sheets utilizing topographic base mapping will utilize reference files so that the base map will remain as a single computer file. Each drawing will be a separate computer file with the base reference file as a separate CAD file. Hard copy final products will be signed drawings on bond. Mylars of the final drawings are no longer needed.

Contingency

A contingency has been established for this work assignment as a means for the City to address additional project requirements or contingencies that may occur during the term of this work. R.W. Beck will promptly communicate all project requirements considered to be outside the Scope of Work, as established above, to the designated City Project Manager. R. W. Beck must receive written approval to use portions of the contingency.

EXHIBIT B

CONSULTANT FEE DETERMINATION

PROJECT:

Willows Business Center – Stream Daylighting

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
J. Bork – Project Manager	127	x	\$169		\$21,463
M. Giseburt – Qa/Qc	10	x	\$154		\$1,540
W. Kuo – Sr. Engineer	216	x	\$108		\$23,328
J. Featherstone - CAD	140	x	\$75		\$10,500
S. McIntyre – Project Assistant	66	x	\$67		\$4,422
T. McLennan – Fin. Admin.	18	x	\$71		\$1,278
TOTAL = \$					<u>62,531</u>

REIMBURSABLES:

Mileage, reproduction and, computer services = \$ 3,214

SUBCONSULTANT COSTS (See Exhibit C): = \$ 11,636

TOTAL = \$ 77,381

CONTINGENCIES: = \$ 7,619

GRAND TOTAL: = \$ 85,000

EXHIBIT C

SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONTRACTOR</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
David Evans & Associates	Landscape design and permitting coordination	\$8,743
Taylor Associates	Permitting coordination and monitoring plan	\$2,893

TOTAL = \$ 11,636